IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2165 OF 2004

IN

SUIT NO.3723 OF 1996

1.Smt.Chetna Nitin Gajjar & Another. .... Plaintiffs.

vs.

1.Nitin Manjibhai Adiecha & others. ... Defendants.

Ms.N.Z.Khapra, for Plaintiffs.

Mr.B.B.Saraf i/b. M/s.Prakash & Co. for Defendant no.1.

Mr.J.B.Patel, for Defendant no.2.

CORAM: D.K.DESHMUKH,J.

DATED: 6th May,2005

P.C.:-

1. This is a Notice of Motion taken out by the plaintiffs. The learned Counsel for plaintiffs states that plaintiffs restrict this Notice of Motion to prayer clause (c) only. The other side has no objection to the grant of prayer

clause (c), but according to them the plaintiffs should pay costs and expenditure incurred by the receiver. The Notice of Motion is granted in terms of prayer clause (c). The plaintiffs are directed to pay costs and charges of the receiver relating to the period during which the Receiver was in possession of the property. It is clarified that the plaintiffs shall make payment of the charges to the Receiver within a period of Twelve Weeks from the date on which the costs and charges are determined by the Receiver, after due notice to the plaintiffs.

2. In case the plaintiffs fail to make payment of costs and charges within the period of Twelve Weeks as directed above, the suit shall stand dismissed without any further reference to the Court.

Notice of Motion disposed of.